

# EXHIBIT WW

REDACTED PUBLIC  
VERSION

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION

IN RE: HIGH-TECH EMPLOYEE )  
ANTITRUST LITIGATION )  
 ) No. 11-CV-2509-LHK  
THIS DOCUMENT RELATES TO: )  
ALL ACTIONS. )  
\_\_\_\_\_ )

CONFIDENTIAL - ATTORNEYS' EYES ONLY  
VIDEO DEPOSITION OF JAN VAN DER VOORT  
February 5, 2013

REPORTED BY: GINA V. CARBONE, CSR NO. 8249, RPR, CCRR

10:20:11 1 it's Nacasio.

10:20:17 2 Q. Can you tell me on the next page, which is  
10:20:24 3 13721, it's titled 2008 Projected Growth. Can you tell  
10:20:31 4 me how you -- well, did you prepare this page?

10:20:35 5 A. No.

10:20:36 6 Q. Did BZ prepare this page?

10:20:38 7 A. Yes.

10:20:39 8 Q. Do you know how she determined how many -- how  
10:20:43 9 she determined the estimated hires for 2008?

10:20:49 10 A. Yes, I do know.

10:20:50 11 Q. Would you please tell me how she determined the  
10:20:53 12 estimated hires for 2008?

10:20:58 13 A. She, after speaking with the heads of each of  
10:21:02 14 the business units, determined what their hiring needs  
10:21:05 15 were going to be, and that would be indicated by the  
10:21:08 16 growth column. And these are estimated. Attrition was  
10:21:14 17 basically a formulaic, this is what our turnover looks  
10:21:18 18 likes so therefore we would expect to have approximately  
10:21:21 19 this many people exiting the company for one reason or  
10:21:23 20 another. And that gives you the total number of new  
10:21:27 21 hires by division that would be anticipated.

10:21:33 22 Q. Do you know how close this projection came to  
10:21:38 23 reality? Do you know whether the hires in 2008 were  
10:21:42 24 approximately 540?

10:21:43 25 A. Yes, they were.

10:21:58 1 Q. So I want to turn to the next page, 16657.

10:22:04 2 MR. HARRIS: I'm sorry, what was the Bates  
10:22:05 3 number?

10:22:06 4 MS. LEEBOVE: I'm sorry, that was the LFL  
10:22:08 5 number, it's LUCAS13722.

10:22:10 6 MR. HARRIS: Okay.

10:22:13 7 MS. LEEBOVE: Q. Actually, I'm looking at  
10:22:14 8 that along with 13723.

10:22:18 9 Did you -- Ms. van der Voort, did you prepare  
10:22:19 10 these two pages, 13722 and 13723?

10:22:23 11 A. No.

10:22:25 12 Q. Did BZ Petroff prepare them?

10:22:28 13 A. Yes.

10:22:29 14 Q. Do you know what this means on page 13722 where  
10:22:32 15 it says for LEC, "Talent hard to find, 'passive'  
10:22:36 16 candidates"?

10:22:37 17 A. Yes.

10:22:39 18 Q. What does that mean?

10:22:40 19 A. It means that people are -- the type of talent  
10:22:44 20 we were looking for was hard to find. There was lots of  
10:22:47 21 competition in the games industry, and that people were  
10:22:51 22 not generally out actively looking for new employment.

10:22:56 23 Q. Is that what a passive candidate is?

10:22:59 24 A. That's what BZ meant when she referred to it  
10:23:02 25 here.

10:23:03 1 Q. Someone who is not actively looking for  
10:23:05 2 employment?

10:23:18 3 Do you know what the -- in the row for LAL it  
10:23:23 4 says, "Easy to recruit junior talent/senior difficult."

10:23:26 5 Can you tell me what that means?

10:23:32 6 A. Pretty self-explanatory. The junior talent was  
10:23:34 7 readily available. The senior talent was less readily  
10:23:37 8 available in the area.

10:23:46 9 Q. LAS, I believe you mentioned, was the Singapore  
10:23:51 10 operation?

10:23:51 11 A. Correct.

10:23:55 12 Q. For LFL/LECL, it also says, "Junior talent  
10:24:00 13 easy/senior very difficult to find; lots of  
10:24:04 14 competition."

10:24:06 15 What does that mean to you?

10:24:09 16 A. Pretty much the same thing as for animation.  
10:24:13 17 Junior talent is easy. As in probably any industry I've  
10:24:16 18 ever been involved in, senior talent is very hard to  
10:24:19 19 find, so....

10:24:35 20 Q. On page 13723, did BZ Petroff prepare this  
10:24:46 21 page?

10:24:46 22 A. Yes.

10:24:47 23 Q. Do you agree with her most difficult and least  
10:24:52 24 difficult examples of positions to fill?

10:24:58 25 A. Well, I wasn't running the recruiting

10:25:02 1 organization, so this was BZ's take on what the hardest  
10:25:06 2 jobs were that she was tasked with.

10:25:08 3 Q. Okay.

10:25:09 4 A. So generally, yes.

10:25:12 5 Q. Do you have any sense of where these types  
10:25:14 6 of -- these are examples of positions to fill. I think  
10:25:19 7 that on a previous page, on just the prior page, it  
10:25:22 8 mentioned, for instance, for LEC, which I believe you  
10:25:24 9 mentioned was Lucas Arts, the games division?

10:25:27 10 A. Correct.

10:25:29 11 Q. That talent is hard to find, candidates were  
10:25:33 12 passive. Would that apply, do you believe, to senior  
10:25:40 13 game engineers? That they were hard to find and passive  
10:25:45 14 candidates?

10:25:46 15 A. Generally.

10:25:47 16 Q. Do you have any sense of where those passive  
10:25:51 17 candidates -- the kinds of places where those passive  
10:25:53 18 candidates would work?

10:25:55 19 MR. HARRIS: Objection. Calls for speculation.

10:25:59 20 MS. LEEBOVE: Q. You can answer if you are  
10:26:00 21 able to.

10:26:01 22 Do you have any sense of where those folks  
10:26:02 23 might work?

10:26:03 24 A. I would have to guess.

10:26:05 25 Q. Can you guess?

10:26:07 1 MR. HARRIS: Objection. Calls for speculation.

10:26:08 2 THE WITNESS: No.

10:26:13 3 MS. LEEBOVE: Q. Do you have any sense of

10:26:14 4 what type of companies game designers worked at

10:26:17 5 besides Lucas?

10:26:20 6 A. Can you repeat that question.

10:26:22 7 Q. Do you have any sense of which companies game

10:26:25 8 designers worked for?

10:26:28 9 A. Yes.

10:26:29 10 Q. Which companies were those? Or who would those

10:26:32 11 be?

10:26:34 12 A. Lots of game companies; Ubisoft, Electronic

10:26:39 13 Arts, Activision, Blizzard. Lots of smaller companies

10:26:46 14 as well.

10:26:46 15 Q. Do you know whether Lucas had agreements with

10:26:52 16 any of those companies not to recruit their employees?

10:26:55 17 A. I don't know as I sit here.

10:27:14 18 Q. Can you tell me where, if you have a sense,

10:27:17 19 where R&D engineers might have worked if they weren't

10:27:22 20 working at Lucas?

10:27:24 21 MR. HARRIS: Objection. Calls for speculation.

10:27:28 22 THE WITNESS: I don't know.

10:27:30 23 MS. LEEBOVE: Q. What are Python

10:27:37 24 programmers?

10:27:38 25 A. You are probably as familiar with programming

10:35:09 1 things that I mentioned earlier, such as trade fairs and  
10:35:14 2 SIGGRAPH, S-I-G-G-R-A-P-H.

10:35:24 3 Q. Okay. I'm going to turn to the next page,  
10:35:26 4 13725. The first bullet point says, "Lucasfilm  
10:35:36 5 companies are at [REDACTED] of comp range for SF  
10:35:40 6 Bay Area."

10:35:41 7 Do you know what that means?

10:35:42 8 A. Yes.

10:35:43 9 Q. What does that mean?

10:35:45 10 A. That overall, the compensation that we targeted  
10:35:51 11 and achieved was at the [REDACTED] of the  
10:36:00 12 market for -- of the Bay Area.

10:36:08 13 Q. You said "targeted and achieved"; does that  
10:36:10 14 mean that nobody was outside of that range?

10:36:13 15 A. No. But generally that's where people fell.

10:36:19 16 Q. How did know where Lucas stood in terms of the  
10:36:23 17 percentage of compensation? Was this based on surveys?

10:36:27 18 A. Yes.

10:36:33 19 Q. Which surveys?

10:36:35 20 A. The ones I referenced earlier.

10:36:37 21 Q. Croner, Radford?

10:36:39 22 A. Croner, Radford.

10:36:40 23 Q. Any others?

10:36:41 24 A. As I mentioned, I didn't have an exhaustive  
10:36:44 25 list of names, but whatever they were.



10:36:52 1 Q. Okay. Turning to the next page. LUCAS13726.

10:37:04 2 No. 3 - Competition in the Bay Area. Is it your  
10:37:07 3 understanding that this -- that competition in the  
10:37:09 4 Bay Area refers to competition for employees?

10:37:12 5 A. Yes.

10:37:17 6 Q. Is this a page that you prepared or did  
10:37:19 7 BZ Petroff prepare this page?

10:37:27 8 A. BZ.

10:37:27 9 Q. That second bullet point, it says, "Pixar,  
10:37:33 10 IM Digital, PDI, Tippett," T-I-P-P-E-T-T, "Orphanage, EA  
10:37:40 11 Redwood," is that Electronic Arts Redwood?

10:37:44 12 A. Redwood Shores, yeah.

10:37:46 13 Q. Redwood Shores.

10:37:49 14 Did you regard these employers as the chief  
10:37:55 15 competitors for employees at the time?

10:37:57 16 A. They were among the competitors.

10:38:06 17 Q. Are there any other competitors for employees  
10:38:10 18 that you would add to this list to make it complete?

10:38:13 19 MR. HARRIS: Objection. Calls for a narrative.

10:38:17 20 You could answer.

10:38:18 21 THE WITNESS: We actually recruit  
10:38:21 22 internationally. So I couldn't even begin to put a  
10:38:24 23 complete list of companies together that would be our  
10:38:28 24 competition for employees.

10:38:31 25 MS. LEEBOVE: Q. Jumping down to the next

10:38:32 1 line it says, "Google, Yahoo, Silicon Valley, etc."

10:38:37 2 Do you regard those companies as competitors  
10:38:40 3 for employees as well?

10:38:41 4 A. As I just said, yeah. We have a pretty broad  
10:38:45 5 net that we cast, and they would fall in that.

10:38:56 6 Q. Do you know whether Lucas had agreements with  
10:38:59 7 any of the companies listed on this page not to recruit  
10:39:02 8 their employees or to limit recruiting in any way?

10:39:05 9 MR. HARRIS: Objection. Vague. Compound.

10:39:07 10 MS. LEEBOVE: Let me reask that question.

10:39:10 11 Q. Do you know whether Lucas had any agreements  
10:39:11 12 with any of the companies listed on this page to limit  
10:39:15 13 recruiting in any way?

10:39:18 14 MR. HARRIS: Objection. Vague.

10:39:27 15 MS. LEEBOVE: Q. Are you able to answer?

10:39:31 16 A. Can you restate the question.

10:39:35 17 Q. Do you know whether Lucas had an agreement with  
10:39:38 18 Pixar to limit recruiting?

10:39:41 19 A. We had --

10:39:42 20 MR. HARRIS: Objection. Vague.

10:39:44 21 Go ahead.

10:39:47 22 THE WITNESS: We had a gentleman's agreement,

10:39:50 23 it wasn't an agreement if you want to think about

10:39:54 24 something official in writing, that limited contact from

10:39:59 25 HR and recruiting with Pixar. But it didn't limit us

10:40:02 1 from hiring each other's employees.

10:40:08 2 MS. LEEBOVE: Q. Do you know whether Lucas  
10:40:09 3 had an agreement, any sort of agreement, with  
10:40:11 4 IM Digital --

10:40:14 5 MR. HARRIS: Objection.

10:40:14 6 MS. LEEBOVE: Q. -- that would limit  
10:40:16 7 recruiting employees?

10:40:18 8 MR. HARRIS: Objection. Vague.

10:40:26 9 THE WITNESS: There was something about  
10:40:27 10 IM Digital that I became aware of that was ongoing when  
10:40:31 11 I arrived. My understanding was more about IP, so I  
10:40:41 12 can't really comment on that.

10:40:46 13 MS. LEEBOVE: Q. Did you understand there  
10:40:47 14 to be an agreed limitation on recruiting between  
10:40:49 15 Lucas and IM Digital?

10:40:52 16 A. No, I did not.

10:40:56 17 Q. Do you know whether there was any sort of  
10:40:57 18 agreement limiting recruiting between Lucas and PDI?

10:41:02 19 A. Not that I know of.

10:41:07 20 Q. Do you know whether there was any sort of  
10:41:09 21 agreement limiting recruiting between Lucas and Tippet?

10:41:14 22 A. Not that I know of.

10:41:15 23 Q. Do you know whether there was any sort of  
10:41:17 24 agreement limiting recruiting between Lucas and the  
10:41:19 25 Orphanage?

10:47:32 1 would have retention on a page like this and have that  
10:47:36 2 bullet point on there, because it is expensive. If you  
10:47:41 3 have excessive turnover, then you have higher recruiting  
10:47:46 4 and training costs.

10:47:53 5 MS. LEEBOVE: Q. Did you believe that  
10:47:54 6 Lucas had excessive turnover of employees?

10:47:56 7 MR. HARRIS: Objection. Vague.  
10:48:00 8 Go ahead.

10:48:01 9 THE WITNESS: Not generally, no.

10:48:15 10 MS. LEEBOVE: Q. Did you create strategies  
10:48:16 11 to keep people at Lucas? Especially those working  
10:48:19 12 on company growth related projects?

10:48:24 13 MR. HARRIS: Objection. Compound. Vague.

10:48:30 14 THE WITNESS: I did not, no.

10:48:37 15 MS. LEEBOVE: Q. As you sit here today,  
10:48:37 16 can you think of any strategies that would keep  
10:48:41 17 people at Lucas while working on company  
10:48:45 18 growth-related projects?

10:48:50 19 MR. HARRIS: Object to the form.

10:48:51 20 THE WITNESS: Not as I sit here today.

10:49:16 21 MS. LEEBOVE: Q. Would you turn, please,  
10:49:22 22 to page 13734. This looks like another draft of the  
10:49:31 23 page we just looked at, perhaps, or maybe you can  
10:49:37 24 tell me what this is. The page we just looked at,  
10:49:40 25 13728 says No. 5 - Retention. This page 13734 says

10:49:45 1 No. 4 - Retention, and lists some different points.

10:49:55 2 Do you know whether both of these pages were  
10:49:57 3 part of your presentation to the board of directors in  
10:49:59 4 October of 2007?

10:50:01 5 A. I don't recall.

10:50:10 6 Q. Page 13734 refers to, "Focus on retention of  
10:50:13 7 key people." That's the third bullet point there.

10:50:16 8 Do you know which key people this bullet point  
10:50:19 9 is referring to?

10:50:21 10 MR. HARRIS: Objection. Calls for speculation.

10:50:25 11 You can answer.

10:50:28 12 THE WITNESS: Key people isn't person specific.  
10:50:31 13 It's a category of people who might be key to either a  
10:50:34 14 specific project or a particular production. That's not  
10:50:41 15 key people identified A, B, C, D, E.

10:50:46 16 MS. LEEBOVE: Q. Are there particular  
10:50:47 17 categories of people who you consider key people in  
10:50:49 18 the organization?

10:50:51 19 A. In general, creative people are considered key.  
10:50:59 20 George is a creative person, that's his -- that's his  
10:51:07 21 life, basically.

10:51:09 22 Q. Are you referring to George Lucas?

10:51:11 23 A. Yes.

10:51:19 24 Q. In your position as chief administrative  
10:51:21 25 officer, do you have any -- where does George Lucas fall

10:51:26 1 in the organizational structure, vis-a-vis your  
10:51:30 2 position? You don't -- let me strike that.

10:51:32 3 Do you report to George Lucas at all?

10:51:34 4 A. No.

10:51:36 5 Q. Do you interact with George Lucas in your work  
10:51:39 6 as the chief administrative officer?

10:51:40 7 A. No.

10:51:49 8 Q. The second bullet point here says, "Recruiting  
10:51:51 9 and training is very expensive, average cost to replace  
10:51:54 10 an employee is 50 percent of annual comp."

10:51:59 11 Do you agree with that statement?

10:52:06 12 A. Generally, yes. And I'm qualifying it because  
10:52:10 13 it depends on what the employee's role is and what type  
10:52:14 14 of training is involved.

10:52:26 15 Q. Can you give me an example of an inexpensive  
10:52:30 16 employee to replace?

10:52:32 17 A. An inexpensive?

10:52:34 18 Q. Well, this bullet point states that replacing  
10:52:37 19 employees is expensive.

10:52:38 20 A. Right.

10:52:39 21 MR. HARRIS: Objection.

10:52:39 22 MS. LEEBOVE: Q. So I'm wondering if you  
10:52:40 23 can tell me whether there are any employees who can  
10:52:42 24 be replaced inexpensively.

10:52:44 25 MR. HARRIS: Objection. Misstates the

11:47:21 1 MR. HARRIS: Go ahead.

11:47:22 2 THE WITNESS: At the time of this email, I was  
11:47:23 3 just learning about this. So it was all new to me.

11:47:27 4 MS. LEEBOVE: Q. When you received this  
11:47:29 5 email, did you know about the gentleman's agreement  
11:47:32 6 at all?

11:47:34 7 A. I don't honestly recall.

11:47:49 8 Q. And you emailed Sharon, "Can you make sure to  
11:47:51 9 pass along Lori's contact info?"

11:47:56 10 You were asking -- is a reference to Lori  
11:47:59 11 McAdams at Pixar?

11:47:59 12 A. Yes.

11:48:13 13 Q. So based on this message, is it your  
11:48:15 14 understanding that an employee quit Pixar to come to  
11:48:21 15 Lucas and the Lucas folks had not contacted Pixar about  
11:48:25 16 that before it happened?

11:48:28 17 MR. HARRIS: Object to the form of the  
11:48:29 18 question.

11:48:34 19 THE WITNESS: At the time of this email, all I  
11:48:36 20 knew was exactly what was written on here.

11:48:38 21 MS. LEEBOVE: Q. Okay. It says, "Lori  
11:48:45 22 says this one isn't a big deal, but she wants to  
11:48:47 23 make sure the process is in place."

11:48:51 24 Do you know what process this email is  
11:48:53 25 referring to? What the process is?

11:48:56 1 A. I did not at the time of the email, no.

11:49:12 2 Q. Do you know what the process is now?

11:49:15 3 MR. HARRIS: Object to the form of the  
11:49:16 4 question.

11:49:17 5 MS. LEEBOVE: Q. At this -- you testified  
11:49:19 6 that at the time of this email you didn't know what  
11:49:21 7 the process is that Sharon Coker is referring to.  
11:49:25 8 Now do you know what the process is that Sharon  
11:49:28 9 Coker was referring to?

11:49:29 10 A. Yes.

11:49:30 11 Q. What was the process?

11:49:33 12 A. There was, again, a gentleman's agreement that  
11:49:38 13 grew out of Lucasfilm's and Pixar's early relationship.  
11:49:44 14 Pixar was actually part of Lucas at one point. And  
11:49:50 15 George sold, and they retained a close working  
11:49:57 16 relationship.

11:49:58 17 At the time in 2007 when I started, and even  
11:50:00 18 through today, we work on a lot of things together. We  
11:50:03 19 share technology. I believe Skywalker Sound does almost  
11:50:08 20 all of Pixar's sound work for them.

11:50:11 21 And so there was a close relationship, even  
11:50:15 22 though Pixar was not owned anymore by Lucasfilm. And  
11:50:21 23 the gentleman's agreement grew out of, A, that  
11:50:24 24 relationship, but also, my understanding, that there was  
11:50:29 25 a desire on both companies' parts to make sure that



11:50:33 1 productions that we were involved in, work that we were  
11:50:36 2 doing, whether together or separately, didn't get  
11:50:39 3 compromised by key employees -- I use that term not in  
11:50:42 4 the former reference, but somebody important to a  
11:50:45 5 particular project -- would leave in the middle.

11:50:48 6 So the agreement, as I understood it, was that  
11:50:53 7 HR and recruiting would not reach out proactively to  
11:51:00 8 Pixar's employees, nor Pixar's to us, and that if a job  
11:51:05 9 offer were to be made, then they would be -- whoever was  
11:51:11 10 offering the job would notify the other company's  
11:51:15 11 contact, whoever that contact person was.

11:51:20 12 Q. Was there any other element to the agreement  
11:51:24 13 with Pixar besides the recruiting folks not proactively  
11:51:29 14 contacting the other's employees? You mentioned if an  
11:51:33 15 offer is made, whoever offered notified the other's  
11:51:36 16 company. Was there any other component of that process?  
11:51:40 17 Of the process that's referred to in this email?

11:51:43 18 MR. HARRIS: Object to the form.

11:51:48 19 THE WITNESS: My understanding was that the  
11:51:51 20 offering company, in making the phone call, would not  
11:51:55 21 reveal what the job offer was. And that the current  
11:52:02 22 existing employer was free to make a job offer to try to  
11:52:06 23 save the employee if they wanted to. If they felt like  
11:52:09 24 it was appropriate. If that person and position were  
11:52:12 25 important to whatever key production elements were going

11:52:15 1 on at the time, that might make sense.

11:52:23 2 MS. LEEBOVE: Q. And Sharon's message  
11:52:24 3 says, "I will make an introduction for Jan who will  
11:52:28 4 be the point person for this in the future."

11:52:30 5 Is that why you were asking Sharon for Lori  
11:52:32 6 McAdams' contact information?

11:52:33 7 A. Yes.

11:52:38 8 MS. LEEBOVE: Okay. We have -- let's see.  
11:52:44 9 This will be 691.

11:52:58 10 (Whereupon, Exhibit 691 was marked for  
11:52:58 11 identification.)

11:53:04 12 MS. LEEBOVE: We may want to mark a stack of  
11:53:06 13 them. The next one will be 328.

11:53:18 14 (Discussion off the record.)

11:53:21 15 MS. LEEBOVE: Q. You have,  
11:53:22 16 Ms. van der Voort, I think everybody has a copy of  
11:53:23 17 it, Exhibit No. -- what's been marked as Exhibit  
11:53:26 18 No. 691.

11:53:31 19 MR. HARRIS: Did you want to mark more and give  
11:53:33 20 us all at once or -- it's your call, obviously.

11:53:37 21 MS. LEEBOVE: Yeah. I think -- well, we're  
11:53:39 22 fine. We can do it this way.

11:53:41 23 MR. HARRIS: Okay.

11:53:43 24 MS. LEEBOVE: Q. So if you could take a  
11:53:44 25 moment, Ms. van der Voort, and have a look at

11:53:46 1 Exhibit No. 691.

11:53:51 2 And do you recognize this document? Looks like  
11:53:56 3 you were cc'd on the top email, 5:01 p.m. from Lynwen  
11:54:01 4 Brennan to Sharon Coker and Cassandra Kaiser.

11:54:07 5 A. Yes, I do recognize it.

11:54:09 6 Q. And can you tell me what was happening here?  
11:54:11 7 What this email is about?

11:54:13 8 MR. HARRIS: Objection. Document speaks for  
11:54:14 9 itself. Vague.

11:54:21 10 THE WITNESS: Lynwen was responding to Sharon's  
11:54:24 11 email asking Lynwen if she knew who the candidate was.  
11:54:28 12 And Lynwen was simply saying we haven't hired one.

11:54:33 13 MS. LEEBOVE: Q. So this seems to -- this  
11:54:41 14 is Coker 328.

11:54:56 15 Ms. van der Voort, you've been handed Exhibit  
11:54:57 16 No. 328, and I'm focusing on that top message. And I  
11:55:09 17 can tell you it looks to me like the folks at Lucas are  
11:55:13 18 trying to figure out who this employee is that was  
11:55:15 19 hired -- that Lucas hired away from Pixar.

11:55:21 20 Can you tell me what you believe is happening  
11:55:22 21 in this email?

11:55:27 22 A. It looks to me like Sharon was trying to sort  
11:55:30 23 it out and find out who it was and where they might be  
11:55:34 24 working.

11:55:40 25 Q. And so the employee's name is [REDACTED].

12:10:09 1 A. Recruiting, when I started, was not reporting  
12:10:13 2 into HR, it was reporting into two of the business  
12:10:16 3 leaders.

12:10:17 4 Q. Who?

12:10:19 5 A. Jim Ward, who was in charge of Lucas Arts, and  
12:10:22 6 Gail Currey, who was in charge of animation.

12:10:27 7 Q. And then what happened?

12:10:29 8 A. Then BZ started reporting to me.

12:10:56 9 MR. HARRIS: Counsel, it's 12:10, so I'm going  
12:10:57 10 to suggest if you are done with this document that we  
12:11:00 11 break for lunch.

12:11:01 12 MS. LEEBOVE: Sure. We can.

12:11:01 13 MR. HARRIS: Does that work?

12:11:02 14 MS. LEEBOVE: That works.

12:11:03 15 THE VIDEOGRAPHER: This is the end of video  
12:11:04 16 No. 2. The time is 12:11 p.m. We're going off the  
12:11:07 17 record.

01:05:32 18 (Recess taken.)

01:05:35 19 THE VIDEOGRAPHER: This is the beginning of  
01:05:37 20 video No. 3 in the deposition of Jan van der Voort. The  
01:05:40 21 time is 1:05 p.m. We're back on the record.

01:05:48 22 MS. LEEBOVE: Q. Do you have a copy -- did  
01:05:50 23 we give you Exhibit 331 yet? I don't believe we  
01:05:53 24 did.

01:06:00 25 A. I don't have 331.

01:06:19 1 Q. Ms. van der Voort, I've just handed you Exhibit  
01:06:21 2 331. Appears to be an email or a couple of emails  
01:06:26 3 between you and Sharon Coker with BZ Petroff included on  
01:06:33 4 the most recent one at the top.

01:06:36 5 Let me know when you've had a moment to look at  
01:06:38 6 it.

01:06:52 7 A. Okay.

01:06:52 8 Q. Can you tell me what you meant by, "BZ - let's  
01:06:54 9 discuss so we make sure we don't slip."

01:06:58 10 MR. HARRIS: Objection. Lacks foundation.

01:07:04 11 You can answer.

01:07:05 12 THE WITNESS: As part of Sharon's email, the  
01:07:07 13 parenthetical portion that you queried me about earlier,  
01:07:14 14 things fell through the crack when we split HR and  
01:07:17 15 recruiting, I'm not sure it ever came up between BZ and  
01:07:20 16 me. And I'm now reading from Sharon's portion of the  
01:07:22 17 email. This was an attempt on my part to get BZ looped  
01:07:28 18 in, so whatever process there was in place, we all had a  
01:07:31 19 common understanding of that.

01:07:33 20 MS. LEEBOVE: Q. And looped in  
01:07:35 21 specifically to the gentleman's agreement with  
01:07:37 22 Pixar?

01:07:40 23 A. Yes.

01:07:43 24 Q. You had mentioned before the break that I  
01:07:45 25 believe you said you knew the most about recruiting

01:07:48 1 presently in the company within Lucas at this point in  
01:07:51 2 time?

01:07:52 3 A. Yes, I did at this point in time.

01:07:54 4 Q. Are you the -- are you currently the head of  
01:07:56 5 recruiting?

01:07:57 6 A. No.

01:08:00 7 Q. Who is currently the head of recruiting?

01:08:02 8 A. That position is open at the moment.

01:08:04 9 Q. Okay. How long has that position been open?

01:08:11 10 A. Since January 1st.

01:08:14 11 Q. Who held the position prior to January 1st?

01:08:17 12 A. Cortney Erin, C-O-R-T-N-E-Y, E-R-I-N.

01:08:25 13 Q. How long was Cortney Erin the -- was it -- is  
01:08:31 14 it a she or a him -- she or a he?

01:08:34 15 A. It was a she, and still is a she.

01:08:36 16 Q. Good to know.

01:08:38 17 How long did -- was Cortney Erin the director  
01:08:41 18 of recruiting? Was that the title? Or head of  
01:08:43 19 recruiting?

01:08:44 20 A. She was, I believe, the senior director of  
01:08:46 21 talent acquisition.

01:08:47 22 Q. How long was Cortney Erin the senior director  
01:08:49 23 of talent acquisition?

01:08:52 24 A. About a year and a half.

01:08:57 25 Q. Had she come to Lucas in that role, or did

01:19:24 1 And this is going back to No. 328 where Sharon  
01:19:28 2 Coker says, "Lori McAdams left me a message that one of  
01:19:34 3 their PAs has given their resignation to come to ILM."

01:19:39 4 I'm just wondering if you....

01:19:45 5 A. And I think -- sorry, there is no question  
01:19:46 6 pending.

01:19:48 7 Q. I'm wondering whether you can tell me whether,  
01:19:50 8 in your opinion, should this information about [REDACTED]  
01:19:53 9 [REDACTED] have been conveyed to Lori McAdams under the  
01:19:56 10 terms of the gentleman's agreement?

01:19:58 11 A. Well, again, I'm days into this, and I read  
01:20:04 12 what Gail Currey said. It was a decision based on the  
01:20:10 13 role of so low level, so evidently people with way more  
01:20:13 14 experience in this than I did felt that a position like  
01:20:16 15 this didn't really require a call.

01:20:22 16 Q. But then you also wrote in Exhibit 331, let's  
01:20:26 17 make sure we don't slip. Let's discuss so we make sure  
01:20:29 18 we don't slip. Did you, at that time, consider the  
01:20:33 19 [REDACTED] incident a slip?

01:20:38 20 A. Well, I think if you look at the time stamps on  
01:20:41 21 these various emails, my email about BZ making sure we  
01:20:50 22 don't slip preceded the email from Gail Currey who said  
01:20:55 23 she didn't think it was a big deal. And again, I would  
01:20:58 24 repeat that I am a brand-new player in this whole little  
01:21:01 25 party, so I'm learning as I go.

01:21:03 1 Q. So what did you learn from this incident?

01:21:08 2 A. Well, the beginnings of my learning about this  
01:21:13 3 informal gentleman's agreement obviously, as I've  
01:21:15 4 previously testified. And while generally there would  
01:21:21 5 be phone calls made, sometimes there weren't.

01:21:29 6 Q. Did you learn from this incident that phone  
01:21:31 7 calls should be made to Pixar when its employees were  
01:21:35 8 offered positions with Lucas, regardless whether Lucas  
01:21:38 9 considered the position low level or not?

01:21:43 10 A. I think that was the general intent, although  
01:21:45 11 obviously it was not necessarily something that happened  
01:21:49 12 all the time. Based on one single event that I was  
01:21:54 13 aware of at the time.

01:22:19 14 Q. I believe this is the last document in this  
01:22:20 15 chain, at least that I have to offer you. It's Exhibit  
01:22:23 16 No. 330. It's already been marked.

01:22:28 17 It appears to be an email from you to Sharon  
01:22:31 18 Coker dated Wednesday, April 18th at 1:22 a.m. which --  
01:22:39 19 were you typically working at 1:22 a.m.?

01:22:45 20 A. Sadly, sometimes, yes.

01:22:55 21 Q. What did you mean here in this message by, "We  
01:22:57 22 will coordinate with the recruiting staff"?

01:23:02 23 MR. HARRIS: Objection. Lacks foundation.

01:23:07 24 MS. LEEBOVE: Q. Did you write this email  
01:23:08 25 message?



01:23:09 1 A. Yes, I did.

01:23:11 2 Q. What did you mean by, "We will coordinate with  
01:23:13 3 the recruiting staff"?

01:23:17 4 A. I think the part of the sentence preceding that  
01:23:19 5 is, "BZ is going to call Lori," meaning I was handing it  
01:23:22 6 off to BZ to make sure she and Lori had contact with  
01:23:26 7 each other, and that BZ would coordinate with the  
01:23:31 8 recruiting staff on our side to make sure that whatever  
01:23:36 9 understandings of the gentleman's agreement need to be  
01:23:39 10 passed along were passed along.

01:23:44 11 Q. You also wrote, "I will get involved as  
01:23:45 12 needed." What did you mean by that?

01:23:52 13 A. If things required my involvement, I would get  
01:23:58 14 involved. But this was really handing it off to BZ.

01:24:01 15 Q. Okay. I have three documents for you. Okay.  
01:24:37 16 The first is already marked as Exhibit 351.

01:24:45 17 694 and 695, please.

01:24:55 18 Sorry, 694 will be the one LUCAS00036222 and  
01:24:59 19 Exhibit 695 will be the document that starts with the  
01:25:03 20 Bates No. LUCAS00060611.

01:25:10 21 MR. HARRIS: So I've got 351 here, that's  
01:25:13 22 LUCAS00048666.

01:25:15 23 MS. LEEBOVE: Correct.

01:25:16 24 MR. HARRIS: And now I've got Bates ending  
01:25:19 25 36222; what's that?

01:38:19 1 itself.

01:38:20 2 What I was doing was following up on my  
01:38:26 3 recollection that we had a gentleman's agreement with  
01:38:28 4 Pixar at some point and asking BZ, who was then the  
01:38:31 5 owner of that process, to clarify.

01:38:35 6 MS. LEEBOVE: Q. Okay. Who is [REDACTED]

01:38:39 7 [REDACTED]?

01:38:43 8 A. She was an assistant in the recruiting  
01:38:45 9 department at that time.

01:38:46 10 Q. Is she still there? Does she still work for  
01:38:49 11 Lucas?

01:38:49 12 A. Yes, she does.

01:38:50 13 Q. Does she still -- does [REDACTED] still  
01:38:54 14 work in the recruiting department?

01:38:56 15 A. No, she does not.

01:38:57 16 Q. What is her present job with Lucasfilm?

01:38:59 17 A. She is an executive assistant in Lucas Arts.

01:39:04 18 Q. Who is she an assistant to? Or is she just a  
01:39:08 19 floating assistant?

01:39:10 20 A. A floating executive assistant. Yeah.

01:39:12 21 Q. Does [REDACTED] still work for the company?

01:39:14 22 A. No, she does not.

01:39:15 23 Q. Do you know where she works now?

01:39:17 24 A. No.

01:39:18 25 Q. What was her job at the time of this email?

01:39:21 1 A. She was a recruiter.

01:39:22 2 Q. Okay. Ms. van der Voort, you will be handed,

01:39:53 3 at some point very soon, what we're marking as

01:39:56 4 Exhibits 696 and 697. 9702 is 696. This one is 697.

01:40:05 5 MR. HARRIS: I'm sorry, which is which?

01:40:06 6 MS. LEEBOVE: 696 is going to be the one ending

01:40:08 7 in 9702.

01:40:10 8 MR. HARRIS: 696.

01:40:11 9 MS. LEEBOVE: And 697 ends in 9707.

01:40:14 10 MR. HARRIS: Thank you.

01:40:15 11 (Whereupon, Exhibits 696 and 697 were marked

01:40:15 12 for identification.)

01:40:38 13 MS. LEEBOVE: Q. And Ms. van der Voort, if

01:40:39 14 you could let me know when you've had a chance to

01:40:42 15 review Exhibits 696 and 697.

01:41:29 16 A. Okay.

01:41:30 17 Q. I'm looking first at Exhibit 696. Can you tell

01:41:33 18 me what this document is?

01:41:36 19 A. This is an email from Gail Currey to me about

01:41:45 20 interest that many companies had in [REDACTED] -- I'm going to

01:41:49 21 murder her last name, [REDACTED]

01:41:55 22 Q. I say [REDACTED].

01:41:56 23 A. [REDACTED]. That is close enough. [REDACTED].

01:42:02 24 Q. Okay. So this is the -- Exhibit 696 is an

01:42:07 25 email. Do you remember receiving this email from Gail

01:42:09 1 Currey?

01:42:10 2 A. I don't remember. I don't remember.

01:42:13 3 Q. So who was [REDACTED]? [REDACTED]?

01:42:20 4 A. [REDACTED] was a recruiter supporting the  
01:42:23 5 animation group.

01:42:33 6 Q. So it appears here, then, that -- is Gail  
01:42:39 7 Currey writing to you with a cc to Mich Chau to tell you  
01:42:44 8 that Lori McAdams has called to inquire about [REDACTED]?

01:42:49 9 A. Yes.

01:42:50 10 Q. Do you know -- do you know what sort of  
01:42:55 11 opportunities Lori McAdams had in mind for [REDACTED] at  
01:43:00 12 Pixar?

01:43:00 13 A. I have no idea.

01:43:07 14 Q. Do you have any idea what the salary range  
01:43:13 15 might have been for any -- for the opportunity at Pixar?

01:43:20 16 A. No idea.

01:43:34 17 Q. Who's Gloria? It says, "We know that Gloria is  
01:43:37 18 after [REDACTED]."

01:43:38 19 A. I believe this refers to Gloria Borders.

01:43:42 20 Q. Who is Gloria Borders?

01:43:44 21 A. She was a former Lucasfilm employee, I don't  
01:43:46 22 know exactly her capacity, and she was working for  
01:43:49 23 somebody else. I don't even know who it was.

01:43:52 24 Q. And it says, "Certainly Sharon would take her  
01:43:56 25 in a heartbeat."

01:43:58 1 Is that Sharon -- do you believe that's a  
01:44:02 2 reference to Sharon Coker?

01:44:04 3 A. That was my belief, yes.

01:44:12 4 Q. Do you have any idea what the job title was  
01:44:16 5 that Lori McAdams wanted to talk to [REDACTED] about?

01:44:21 6 A. No.

01:44:21 7 MR. HARRIS: Objection. Calls for speculation.  
01:44:24 8 Lacks foundation.

01:44:27 9 Go ahead.

01:44:27 10 THE WITNESS: No idea whatsoever.

01:44:37 11 MS. LEEBOVE: Q. Do you know -- and do you  
01:44:40 12 know whether Lori McAdams conveyed any salary  
01:44:44 13 information at all to Gail Currey --

01:44:49 14 A. I have no idea.

01:44:49 15 Q. -- when she called to ask about [REDACTED]?

01:44:51 16 A. I have no idea.

01:44:58 17 Q. Do you know where Sharon Coker worked at the  
01:45:00 18 time of this email on August 20th, 2007?

01:45:04 19 A. I believe she was with IM Digital.

01:45:10 20 Q. That was the Sony Zemeckis company, do you  
01:45:16 21 know? IM Digital?

01:45:19 22 A. I think it was the Disney company.

01:45:22 23 Q. Okay. So if we turn to Exhibit 697, we have  
01:45:36 24 the second in time email is the one we just read on  
01:45:40 25 Exhibit 696. And then there is an email from you to

01:45:47 1 Gail Currey cc'd to Mich Chau at the top of Exhibit 697.

01:45:51 2 Do you see that?

01:45:52 3 A. Yes.

01:45:53 4 Q. Did you write that email message?

01:45:55 5 A. Yes, I did.

01:46:01 6 Q. You refer, in your message, to a comp

01:46:05 7 adjustment. In the parentheses "with comp adjustment,  
01:46:08 8 perhaps."

01:46:10 9 If you can take a look at this and just in the  
01:46:11 10 context of this email, can you tell me whether you meant  
01:46:13 11 a comp adjustment up or down?

01:46:19 12 A. I would have meant a comp adjustment up, if  
01:46:21 13 appropriate. I think the context was that we wanted to  
01:46:27 14 keep [REDACTED] interested and continue to expand her career,  
01:46:36 15 and perhaps additional responsibilities would make  
01:46:38 16 sense. And if that happened, then perhaps a  
01:46:41 17 compensation adjustment would be appropriate.

01:46:45 18 Q. And the reason for either expanding her role or  
01:46:52 19 giving her a comp adjustment would be, I believe you  
01:46:57 20 just mentioned, to keep her working at Lucas?

01:46:59 21 A. Yes. And to keep her motivated and continue to  
01:47:02 22 grow with us. She was supporting one of the divisions  
01:47:06 23 that was growing at the time, and she was a key part of  
01:47:07 24 that.

01:47:18 25 Q. Just backing up to the prior message you hadn't

01:47:20 1 received, when you wrote here, "Maybe we should get more  
01:47:23 2 proactive - keep her involved, but in an expanded role  
01:47:25 3 (with comp adjustment, perhaps)."

01:47:27 4 When you wrote that, you didn't know anything  
01:47:31 5 about the potential salary offer that Lori McAdams might  
01:47:38 6 have made for Pixar, correct?

01:47:40 7 A. If any. Or about any of the other ones, no.  
01:47:45 8 Nothing whatsoever.

01:47:46 9 Q. Okay. Does [REDACTED] still work for Lucas?

01:47:55 10 A. No, she does not.

01:47:57 11 Q. And what were the circumstances surrounding her  
01:47:59 12 departure?

01:48:01 13 A. She accepted another job, and I cannot remember  
01:48:05 14 exactly who she went to directly. I don't think she's  
01:48:08 15 with them any longer.

01:48:13 16 Q. Did she -- she didn't move to Pixar?

01:48:16 17 A. No. Not as far as I know.

01:48:27 18 Q. Do you know whether [REDACTED] knew that Lori McAdams  
01:48:29 19 was interested in her?

01:48:30 20 A. I don't know.

01:48:36 21 Q. But pursuant to the gentleman's agreement, Lori  
01:48:38 22 McAdams was not allowed to call [REDACTED] directly; is that  
01:48:42 23 correct?

01:48:46 24 A. Yes, pursuant to the gentleman's agreement.  
01:48:47 25 But [REDACTED] was a very savvy recruiter and a pretty hot

01:48:54 1 commodity if you will say -- call it that, just based on  
01:48:57 2 the level of interest that was expressed that we knew  
01:48:59 3 about. Who knows what she knew about.

01:49:06 4 Q. Did Mich Chau have anything to say about your  
01:49:09 5 email message on August 20th of 2007 -- well, did she  
01:49:11 6 say anything to you about your email message of August  
01:49:14 7 20th, 2007?

01:49:15 8 A. Not that I recall.

01:49:44 9 Q. All right. I believe I am going to hand you --  
01:49:46 10 or the court reporter may hand you what will be marked  
01:49:49 11 Exhibit No. 698.

01:50:08 12 (Whereupon, Exhibit 698 was marked for  
01:50:08 13 identification.)

01:50:16 14 MS. LEEBOVE: Q. So Ms. van der Voort,  
01:50:17 15 you've been handed Exhibit No. 698. It's a document  
01:50:20 16 that -- the first page, anyway, is LUCAS00064138.

01:50:24 17 A. Hang on. I still have extra copies of this.  
01:50:27 18 Is it just a two-page document?

01:50:31 19 Q. Yes. Front and back on the first page.

01:50:34 20 MR. HARRIS: Does everyone have a copy?

01:50:41 21 MS. HENN: I have a three-page document.

01:50:44 22 MS. LEEBOVE: 64138?

01:50:47 23 MS. HENN: It's three pages.

01:50:48 24 MR. HARRIS: Goes to 4140?

01:50:51 25 MS. LEEBOVE: Yes.



02:16:27 1 alerting me to the fact that one of their employees had  
02:16:29 2 gotten a call from an outside recruiter who was  
02:16:33 3 allegedly representing Lucasfilm in a search.

02:16:42 4 Q. Was the recruiter actually representing Lucas  
02:16:46 5 in a search?

02:16:49 6 A. I don't believe so.

02:16:53 7 Q. I can tell you that from my review of the  
02:16:55 8 documents, it looks like he -- the recruiter may have  
02:16:59 9 taken some liberty about representing Lucas as his or  
02:17:04 10 her client.

02:17:06 11 But in any case, it appears that it prompted  
02:17:09 12 Lori McAdams to call you to ensure that the two  
02:17:12 13 companies were still on the same page about the  
02:17:15 14 gentleman's agreement. Does that appear to be what  
02:17:19 15 happened to you?

02:17:23 16 MR. HARRIS: Objection. Mischaracterizes the  
02:17:25 17 document. Vague.

02:17:32 18 THE WITNESS: I'm not even clear what document  
02:17:33 19 I'm looking at right now.

02:17:35 20 MS. LEEBOVE: Q. So I'm looking at  
02:17:36 21 No. 700.

02:17:37 22 A. Okay.

02:17:38 23 Q. Just those few sentences at the top where it  
02:17:40 24 says, "To close the loop, I spoke with Jan van der  
02:17:42 25 Voort, the VP of HR at LFL who said she was in fact

02:17:46 1 aware of the understanding and very apologetic about  
02:17:50 2 this recruiter. She'll get on it and make sure any  
02:17:53 3 outside recruiters are aware."

02:18:02 4 Does that sound like a fair summary of your  
02:18:05 5 conversation with Lori McAdams?

02:18:06 6 A. To the best of my recollection, yes.

02:18:25 7 Q. If you could look to -- if you would look at  
02:18:28 8 Exhibit 701, please.

02:18:46 9 A. Okay.

02:18:48 10 Q. Do you recognize this document?

02:18:55 11 A. Yes, I do.

02:18:59 12 Q. Does this top email message on Exhibit 701 look  
02:19:04 13 like an email message that you sent to BZ Petroff on  
02:19:07 14 Saturday, December 1st?

02:19:11 15 A. Yes.

02:19:16 16 Q. Do you know how -- or what BZ Petroff did in  
02:19:19 17 response to your message?

02:19:22 18 MR. HARRIS: Objection. Vague.

02:19:27 19 MS. LEEBOVE: Q. Do you know whether BZ  
02:19:29 20 Petroff tracked down the appropriate people and made  
02:19:31 21 sure any agencies Lucas worked with were aware of  
02:19:33 22 the policy about soliciting Pixar?

02:19:38 23 A. I believe that she did.

02:19:48 24 Q. And BZ worked for you, correct?

02:19:51 25 A. Correct.

02:19:55 1 Q. Was she generally pretty good about following  
02:19:57 2 instructions?

02:19:58 3 A. Yes.

02:20:12 4 Q. I'm looking at Exhibit 702. I just want to  
02:20:15 5 confirm, if you could, that that is an email that you  
02:20:19 6 sent to Lori McAdams.

02:20:21 7 MR. HARRIS: Which email?

02:20:23 8 MS. LEEBOVE: Q. The most recent in time  
02:20:25 9 at the top of the page, Saturday, December 1st,  
02:20:27 10 2007, 12:23 a.m. Did you speak to Lori McAdams on  
02:20:36 11 around December 1st of 2007?

02:20:45 12 A. I think in the prior email, it was on Friday,  
02:20:48 13 November 30th that we spoke.

02:20:51 14 Q. I see that. It looks like you were up late on  
02:20:54 15 Friday night working?

02:20:57 16 A. There is a theme here.

02:21:03 17 Q. Do you remember -- do you remember speaking  
02:21:04 18 with Lori McAdams on, perhaps, Friday, November 30th  
02:21:10 19 or -- probably Friday, November 30th?

02:21:12 20 MR. HARRIS: Objection. Asked and answered.  
02:21:19 21 You can answer.

02:21:20 22 THE WITNESS: Yeah. I vaguely remember it.  
02:21:23 23 Obviously there was a lot going on. I was working at  
02:21:27 24 12:23 a.m.

02:21:31 25 MS. LEEBOVE: Q. Do you remember what you

02:21:32 1 discussed with Lori?

02:21:35 2 MR. HARRIS: Objection. Asked and answered.

02:21:50 3 MS. LEEBOVE: Q. Do you remember

02:21:51 4 discussing the gentleman's agreement with Lori

02:21:53 5 McAdams around November 30th or December 1st of

02:21:56 6 2007?

02:21:59 7 A. I know we talked specifically about the, quote,

02:22:02 8 unquote, gentleman's agreement. To the best of my

02:22:04 9 recollection, she just made me aware that one of her

02:22:09 10 people had been contacted by a search firm purporting to

02:22:14 11 be doing work for us. And I had sort of -- first of

02:22:18 12 all, didn't know we had a search firm doing work for us.

02:22:21 13 Second of all, wanted to find out about it.

02:22:30 14 Q. I have just one question for you about

02:22:31 15 Exhibit 703, if you could turn to that one. And my

02:22:36 16 question is, who is Rob Levine? If you know.

02:22:40 17 A. Let me just look at this document first.

02:22:42 18 Q. Sure.

02:23:03 19 A. Rob Levine was a recruiter for us.

02:23:22 20 Q. And if we look at Exhibit 704, do you recognize

02:23:30 21 this as an email from BZ Petroff to you on December 4th

02:23:36 22 of 2007? Well, the most recent in time? Do you

02:23:41 23 recognize the email that is most recent in time as an

02:23:44 24 email from BZ Petroff to you dated December 4th, 2007?

02:23:49 25 A. Yes.

02:36:14 1 are going to be multiple conversations about various  
02:36:17 2 components of staying in any company, and they will --  
02:36:21 3 the components will evolve. But at the end of the day,  
02:36:24 4 you reach the point where you say here's what the  
02:36:27 5 package is going to look like if you stay.

02:36:36 6 Q. And can you offer someone multiple packages to  
02:36:40 7 choose from if they stay, or is there one offer that  
02:36:44 8 they can choose if they wish to stay?

02:36:46 9 MR. HARRIS: Objection. Vague. Compound.

02:36:52 10 Answer if you can.

02:36:58 11 THE WITNESS: I'm trying to make sense of it.  
02:37:00 12 I'm not having any luck.

02:37:02 13 MR. HARRIS: You can have it read back if you  
02:37:04 14 want.

02:37:05 15 THE WITNESS: Yeah. Please, read it back.

02:37:22 16 (Record read as follows: And can you offer  
02:37:22 17 someone multiple packages to choose from if  
02:37:22 18 they stay, or is there one offer that they can  
02:37:22 19 choose if they wish to stay?)

02:37:28 20 THE WITNESS: The reason I'm confused is it's  
02:37:30 21 never actually come up, to my knowledge. So I'm having  
02:37:36 22 a hard time imagining a scenario under which you would  
02:37:39 23 say well you could take door B, C or whatever. Normally  
02:37:42 24 you are going to think about whatever is best for the  
02:37:44 25 company and the individual combined, and that's what you

02:37:47 1 are going to offer them. You are not going to offer  
02:37:49 2 them a smorgasbord of opportunities.

02:37:56 3 MS. LEEBOVE: Q. Are you familiar with the  
02:37:57 4 term "bidding war"?

02:37:59 5 A. I've heard it.

02:38:00 6 Q. What do you think it means?

02:38:05 7 A. I think it's -- whether it's in recruiting or  
02:38:10 8 any other business, where there is a back and forth sort  
02:38:22 9 of tick, tick, tick, tick, back and forth exchange of  
02:38:24 10 discussions about money, whether it's compensation or  
02:38:29 11 price on a product or price for a product, competitive  
02:38:33 12 television program, for example.

02:38:38 13 Q. Did the gentleman's agreement between Lucas and  
02:38:41 14 Pixar prevent the two companies from engaging in bidding  
02:38:44 15 wars over employees?

02:38:52 16 A. It did not prevent counteroffers, because those  
02:38:57 17 were made. If it made sense, either by Pixar or by  
02:39:02 18 Lucasfilm, whoever was the current employer of the  
02:39:06 19 individual.

02:39:12 20 What it did not allow was to continue to go  
02:39:15 21 back and forth, which actually put the pressure rather  
02:39:20 22 more on both companies to put their very best offer out  
02:39:24 23 there.

02:39:25 24 Q. Okay. So if you -- if Lucas made its save  
02:39:30 25 offer and the candidate decides not to take it, under

02:39:34 1 the terms of the agreement, would Lucas get to make a  
02:39:38 2 new and improved save offer?

02:39:41 3 A. Not once they made the offer, no.

02:39:43 4 Q. Okay. If you could look, please, at the page  
02:39:51 5 of Exhibit No. 129 that is -- at the bottom there is a  
02:39:57 6 handwritten note it says 129.2, page 00002263.

02:40:04 7 Have you taken a moment to familiarize yourself  
02:40:11 8 with the document?

02:40:15 9 A. Yes.

02:40:17 10 Q. Is this the document that Lori McAdams -- well,  
02:40:25 11 Lori McAdams sent you this document, correct?

02:40:29 12 A. Yes.

02:40:32 13 Q. And to the best of your knowledge, does this  
02:40:38 14 document set forth the complete gentleman's agreement  
02:40:41 15 between Lucas and Pixar?

02:40:46 16 A. Let me review it, please, again.

02:40:48 17 Q. Please do.

02:41:19 18 A. Yes, I think generally that sums it up.

02:41:21 19 Q. Is there anything that you would -- you said  
02:41:23 20 generally sums it up. Is there anything that you would  
02:41:24 21 add that isn't here that would make the agreement  
02:41:32 22 complete?

02:41:38 23 MR. HARRIS: Object to the form.

02:42:19 24 THE WITNESS: I can't think of anything I would  
02:42:21 25 add.

02:42:22 1 MS. LEEBOVE: Okay. Will you mark this  
02:42:30 2 Exhibit 706.

02:42:32 3 (Whereupon, Exhibit 706 was marked for  
02:42:32 4 identification.)

02:42:47 5 MS. LEEBOVE: Q. Ms. van der Voort, you've  
02:42:47 6 been handed Exhibit 706. Can you confirm that  
02:43:00 7 that's a copy of an email message you sent to BZ  
02:43:03 8 Petroff on Wednesday, December 12th?

02:43:07 9 A. Yes.

02:43:08 10 Q. I'm sorry, did you say yes?

02:43:10 11 A. Yes.

02:43:11 12 Q. And this document doesn't have the attachment,  
02:43:16 13 but am I correct to presume that you were sending to BZ  
02:43:24 14 the complete email that Lori McAdams had sent to you  
02:43:26 15 that included the written version of the agreement?

02:43:31 16 Had you meant to forward on Lori McAdams'  
02:43:34 17 written agreement to BZ Petroff?

02:43:37 18 A. That was the intent, yes.

02:43:44 19 Q. Did you -- who did you suspect that BZ Petroff  
02:43:47 20 might distribute the agreement to?

02:43:51 21 A. Well, she supervised the recruiting team, so  
02:43:54 22 anybody that she felt might need to be aware.

02:44:03 23 Q. Do you know whether BZ Petroff circulated or  
02:44:07 24 distributed the gentleman's agreement to her recruiting  
02:44:11 25 team?



02:44:14 1 A. I'm not sure that this is the gentleman's  
02:44:16 2 agreement, per se. This is Lori McAdams' version of  
02:44:20 3 what she believed it to be.

02:44:24 4 Q. Did you tell me that you thought this was an  
02:44:28 5 accurate -- well, we can go back to that question, then.

02:44:32 6 Do you believe this is an accurate statement of  
02:44:33 7 what the agreement was between Lucas and Pixar?

02:44:39 8 MR. HARRIS: Object to the form.

02:44:43 9 MS. LEEBOVE: Q. Do you believe that  
02:44:43 10 Exhibit 129 sets forth an accurate statement of the  
02:44:51 11 Lucas/Pixar gentleman's agreement?

02:44:54 12 A. Yes, as far as I know.

02:45:04 13 Q. And do you know whether BZ Petroff distributed  
02:45:08 14 it to the recruiting team?

02:45:10 15 A. I do not.

02:46:14 16 MS. LEEBOVE: I believe we're at 707.

02:46:17 17 (Whereupon, Exhibit 707 was marked for  
02:46:17 18 identification.)

02:46:18 19 MS. LEEBOVE: Q. You've been handed  
02:46:19 20 Exhibit 707. This document was produced by Pixar in  
02:46:22 21 the litigation, the Bates number is PIX00004106.

02:46:30 22 MR. HARRIS: It is?

02:46:32 23 MS. LEEBOVE: Is it not?

02:46:33 24 MR. HARRIS: I have 00004147.

02:46:37 25 THE WITNESS: I have 4106. You got the wrong

02:46:41 1 one.

02:47:22 2 MS. LEEBOVE: Q. No particular reason to  
02:47:25 3 suspect you've seen this document before, but have  
02:47:26 4 you seen this document before?

02:47:27 5 A. No.

02:47:28 6 Q. Do you recall receiving a message from Lori  
02:47:31 7 McAdams around March 5th of 2008 regarding Pixar hiring  
02:47:39 8 [REDACTED]?

02:47:50 9 A. No.

02:48:04 10 Q. Do you have any reason to believe that Lori  
02:48:06 11 McAdams didn't contact you about [REDACTED]?

02:48:13 12 A. No.

02:48:15 13 Q. I have a question about the second paragraph of  
02:48:17 14 the top email, Lori McAdams writes to Robin McDonald in  
02:48:22 15 her organization. "I get the sense that Jan is pretty  
02:48:24 16 far removed from the operations, so I'm not sure how  
02:48:29 17 long it'll take before Vanessa Hall or [REDACTED] manager  
02:48:37 18 hears anything from Jan."

02:48:39 19 Do you have any idea of what she's talking  
02:48:41 20 about?

02:48:42 21 MR. HARRIS: Objection. Calls for speculation.

02:48:44 22 MS. LEEBOVE: Q. Do you know?

02:49:00 23 A. I have no idea.

02:49:04 24 Q. Okay. Do you have any idea what [REDACTED]  
02:49:11 25 [REDACTED] job was at Lucas?

02:54:33 1 (Whereupon, Exhibit 708 was marked for  
02:54:33 2 identification.)  
02:54:41 3 MS. LEEBOVE: Q. If you could take a  
02:54:41 4 moment to read that and then hold your thought  
02:54:45 5 because I want to ask you a question about something  
02:54:47 6 else first.  
02:55:16 7 A. Okay.  
02:55:17 8 Q. So the question that I have that relates to our  
02:55:20 9 prior discussion was whether -- are you aware of any --  
02:55:25 10 scratch that.  
02:55:25 11 Are you aware of any limitations on the  
02:55:28 12 Lucas/Pixar agreement in terms of geography?  
02:55:32 13 MR. HARRIS: Object to the form.  
02:55:34 14 MS. LEEBOVE: Q. So did the agreement  
02:55:36 15 limit recruiting only with respect to employees in a  
02:55:38 16 particular location or did it apply to employees  
02:55:42 17 company-wide?  
02:55:43 18 MR. HARRIS: Object to the form. Compound.  
02:55:47 19 MS. LEEBOVE: Q. You ought to answer if  
02:55:49 20 you are able.  
02:55:53 21 A. I'm not aware of any restrictions.  
02:55:56 22 Q. Okay. By geography?  
02:55:59 23 A. By geography, yes. Thank you for the  
02:56:02 24 clarification.  
02:56:03 25 Q. Are you aware of any restrictions by job

02:56:05 1 category?

02:56:06 2 A. Well, let me amend that. We're not talking  
02:56:08 3 about Singapore.

02:56:11 4 Q. We're not talking about Singapore. Let's talk  
02:56:12 5 about in the United States. Are you aware of any  
02:56:14 6 restrictions or any limitations to the Lucas/Pixar  
02:56:18 7 gentleman's agreement? Any geographical restrictions on  
02:56:23 8 the Lucas/Pixar gentleman's agreement, at least insofar  
02:56:24 9 as that agreement governed the United States?

02:56:28 10 A. Not that I'm aware of.

02:56:29 11 Q. Are you aware of any limitations on the Lucas  
02:56:32 12 Pixar agreement in terms of job type or job category?

02:56:37 13 A. Not that I'm aware of.

02:56:41 14 Q. Okay. All right. On to Exhibit 708, which is  
02:56:53 15 the document that contains a couple of different emails.  
02:56:56 16 The first one, the most recent in time, appears to be  
02:57:00 17 from Mich Chau to Lynwen Brennan, Vicki Dobbs, and to  
02:57:08 18 you sent Friday, July 18th, 2008, regarding Lightstream  
02:57:13 19 Animation Studios.

02:57:14 20 (Reporter clarification.)

02:57:15 21 MS. LEEBOVE: Q. The subject is,  
02:57:15 22 "Lightstream Animation Studios: Call for Talent."

02:57:19 23 Do you recognize this as an email Mich Chau  
02:57:25 24 sent to you around July 18th, 2008?

02:57:29 25 A. Yes.

02:57:34 1 Q. Who is Lightstream Animation Studios?

02:57:40 2 A. I'm not terribly familiar with them, but they  
02:57:42 3 were a startup animation studio, as their name would  
02:57:49 4 imply. And they were obviously looking for the type of  
02:57:54 5 talent that they listed under the following positions.

02:57:58 6 Q. Is it your understanding that Lightstream is a  
02:58:01 7 Bay Area company?

02:58:03 8 A. I don't know where their base was, but based on  
02:58:06 9 this email I learned that they were setting up some sort  
02:58:10 10 of studio in Petaluma.

02:58:14 11 Q. Okay. Lynwen Brennan wrote to Mich Chau, Vicki  
02:58:29 12 Dobbs, and to you on Thursday, July 17th. "It would  
02:58:33 13 seem from this mail that they're looking to grow a  
02:58:36 14 little more than 20 at their Petaluma location. Do you  
02:58:39 15 think we should try and set up a similar deal with them  
02:58:42 16 that we have with IMD and Pixar re competing for talent?  
02:58:46 17 I think it would make sense as they know exactly who to  
02:58:49 18 go for."

02:58:50 19 We see here that Mich Chau responded to Lynwen  
02:58:53 20 Brennan. Do you know whether you responded to Lynwen  
02:58:55 21 Brennan?

02:58:56 22 A. I don't believe I did.

02:58:58 23 Q. Did you think that it would -- that Lucas  
02:59:02 24 should have tried to set up a similar deal with  
02:59:05 25 Lightstream Animation?

02:59:06 1 A. I honestly don't recall.

02:59:12 2 Q. Do you know whether Lucas did set up a similar  
02:59:16 3 deal with Lightstream Animation Studios that it had with  
02:59:20 4 IMD and Pixar?

02:59:22 5 A. Not that I'm aware of. No.

02:59:28 6 Q. Did you agree with Mich Chau that Lucas should  
02:59:33 7 do as Lynwen suggested and set up a similar deal with  
02:59:40 8 Lightstream as Lucas had with IMD and Pixar?

02:59:50 9 MR. HARRIS: Object to the form.

03:00:04 10 You can answer.

03:00:11 11 THE WITNESS: I, as I recall, wasn't all that  
03:00:14 12 concerned with a studio with only 20 people in it, that  
03:00:17 13 that was going to be a significant impact on our ability  
03:00:23 14 to recruit. Particularly given the IP and the type of  
03:00:27 15 work that Lucasfilm gets in the door.

03:00:40 16 MS. LEEBOVE: Q. What would a similar deal  
03:00:42 17 with Lightstream Animation Studios have  
03:00:44 18 accomplished?

03:00:46 19 MR. HARRIS: Objection. Calls for speculation.

03:01:13 20 MS. LEEBOVE: Q. I'm waiting for your  
03:01:14 21 answer.

03:01:15 22 A. I have no idea what was in Lynwen's mind.

03:01:21 23 Q. Do you have any independent notion about what  
03:01:27 24 setting up a similar deal with Lightyear (sic) would  
03:01:30 25 have accomplished?

03:01:33 1 MR. HARRIS: Object to the form.

03:01:35 2 THE WITNESS: Well, again, I don't know what  
03:01:36 3 Lynwen had in mind, what specifics she was thinking of,  
03:01:39 4 and I don't recall further conversation on it.

03:01:53 5 MS. LEEBOVE: Q. Did you weigh in at all  
03:01:54 6 on Lynwen Brennan's question in her July 17th email?

03:02:00 7 A. Not that I recall.

03:02:15 8 Q. What do you understand that the purpose of a  
03:02:19 9 restriction on recruiting -- or what do you understand  
03:02:23 10 was the purpose served by agreed restrictions on  
03:02:26 11 recruiting between companies?

03:02:28 12 MR. HARRIS: Objection. Vague.

03:02:35 13 THE WITNESS: Can you be specific about what  
03:02:37 14 restrictions?

03:02:38 15 MS. LEEBOVE: Q. Well, in this particular  
03:02:41 16 email, Lynwen Brennan is referring to the agreement  
03:02:45 17 with Pixar, and we've talked about that. You  
03:02:49 18 understand what the gentleman's agreement involved,  
03:02:51 19 correct?

03:02:52 20 A. Correct.

03:02:52 21 Q. And so what do you think the purpose of that  
03:02:54 22 agreement was?

03:02:57 23 MR. HARRIS: Objection. Calls for a narrative.  
03:03:00 24 Vague.

03:03:05 25 THE WITNESS: Well, as I discussed, seems like

03:03:09 1 a long time ago but it was only this morning, we talked  
03:03:13 2 about the genesis of the agreement as I understood it,  
03:03:16 3 and the genesis of Pixar, how it came to be an  
03:03:20 4 independent company, and the fact that the two companies  
03:03:23 5 were still very much in some ways partners and worked  
03:03:30 6 collaboratively on a lot of projects together.

03:03:34 7 Again, Sky Sound did a lot of Pixar's sound  
03:03:38 8 work, and it was to our mutual advantage to keep the  
03:03:42 9 productions of both companies flowing in a timely and  
03:03:49 10 production-deadline-driven manner. So that's that  
03:03:55 11 relationship as I described it and the logic behind the  
03:04:03 12 gentleman's agreement.

03:04:05 13 MS. LEEBOVE: Q. But Lucas' agreement with  
03:04:09 14 Pixar involved more than just the employees at Sky  
03:04:11 15 Sound, correct?

03:04:13 16 A. Yes.

03:04:17 17 Q. And involved more than just the employees who  
03:04:19 18 were directly working on projects together, correct?

03:04:23 19 A. Correct. It is important to note, I think,  
03:04:28 20 that Lucasfilm's business was actually more varied than  
03:04:34 21 Pixar's business was. So you had Skywalker Sound and  
03:04:40 22 Lucas Arts, which was a games company, ILM, which was  
03:04:43 23 special effects, animation distribution and licensing.  
03:04:48 24 So a lot of pieces of business that were not directly in  
03:04:53 25 the animation space.



03:05:00 1 Q. But the employees in both companies whose work  
03:05:06 2 wasn't in the animation space were nonetheless covered  
03:05:09 3 by the companies' gentleman's agreement, correct?

03:05:13 4 A. That is my understanding, yes.

03:05:33 5 MR. HARRIS: How are you doing?

03:05:34 6 THE WITNESS: I just drank a lot of water.

03:05:36 7 MR. HARRIS: Do you want a break?

03:05:37 8 THE WITNESS: Can we, please, soon.

03:05:40 9 MR. HARRIS: I think it's been about an hour.

03:05:42 10 MS. LEEBOVE: If you would like a break, that's  
03:05:44 11 fine.

03:05:44 12 THE VIDEOGRAPHER: This is the end of video  
03:05:45 13 No. 4. The time is 3:05 p.m. we're going off the  
03:05:48 14 record.

03:05:49 15 (Recess taken.)

03:16:01 16 THE VIDEOGRAPHER: This is the beginning of  
03:16:03 17 video No. 5 in the deposition of Jan van der Voort. The  
03:16:06 18 time is 3:16 p.m. We're back on the record.

03:16:31 19 MS. LEEBOVE: Q. Ms. van der Voort, we  
03:16:31 20 just left off with a document that -- or an email  
03:16:39 21 that Mich Chau sent to Lynwen Brennan and Vickie  
03:16:44 22 Dobbs as well as to you where she says, "Wow. I  
03:16:47 23 think we should do as you suggested."

03:16:48 24 I'm referring to Exhibit No. 708. She appears  
03:16:54 25 to be suggesting that Lucas should set up a deal with

03:17:01 1 Lightstream similar to the one with IMD and Pixar. At  
03:17:06 2 some point did it -- I'm assuming that -- well, you can  
03:17:09 3 tell me -- at some point after the date of that message,  
03:17:13 4 Friday, July 18th, 2008, did you come to understand that  
03:17:19 5 Lucas was being investigated by the Department of  
03:17:20 6 Justice for antitrust violations?

03:17:25 7 MR. HARRIS: Objection to the extent your  
03:17:27 8 question mischaracterizes the testimony -- or the  
03:17:30 9 document and lacks foundation. And I would also caution  
03:17:33 10 the witness, as I have previously, in answering this  
03:17:37 11 question, any information that you learned from an  
03:17:40 12 attorney, either inside or outside would be privileged,  
03:17:42 13 so don't reveal those communications. But if you can  
03:17:46 14 answer the question apart from those communications, you  
03:17:49 15 can answer the question.

03:17:55 16 THE WITNESS: Can you repeat the question,  
03:17:56 17 please.

03:17:58 18 MS. LEEBOVE: Q. I can ask a new question  
03:18:01 19 that may be the same as the old question, which was,  
03:18:04 20 did you become aware, at some time after July 2008,  
03:18:09 21 that the Department of Justice had begun to  
03:18:12 22 investigate Lucas for antitrust violations?

03:18:15 23 MR. HARRIS: Same caution. Same objection.

03:18:24 24 THE WITNESS: Outside of any discussion with  
03:18:26 25 counsel, no.

04:22:53 1 Structure." What is that?

04:23:02 2 MR. HARRIS: Object to the form.

04:23:22 3 MS. LEEBOVE: Q. Is that an excerpt from  
04:23:25 4 Lucasfilm's 2011 U.S. salary structure?

04:23:28 5 A. Yes, it is.

04:23:29 6 Q. Does the entire salary structure exist  
04:23:32 7 somewhere?

04:23:34 8 A. Yes.

04:23:36 9 MR. HARRIS: Object to the form.

04:23:42 10 MS. LEEBOVE: Q. Does Lucas create a U.S.  
04:23:45 11 salary structure each year?

04:23:50 12 A. We review salaries each year, and this  
04:23:55 13 particular document or excerpt called salary structure  
04:24:00 14 is a list of the salary grades which go 1 through -- I'm  
04:24:05 15 not sure what the top grade is, as I sit here.  
04:24:10 16 Sometimes the structure moves from one year to another,  
04:24:13 17 sometimes it doesn't.

04:24:16 18 Q. When you say moves, do you mean that the  
04:24:19 19 compensation figures change?

04:24:22 20 A. Well, to be clear, these aren't compensation  
04:24:25 21 figures. These are salary ranges for different grades.

04:24:29 22 Q. Okay. What does that mean, salary ranges for  
04:24:33 23 different grades?

04:24:34 24 A. Well, if you look at the faintly highlighted  
04:24:40 25 grade 17, it shows that for grade 17, the minimum salary

04:24:45 1 is [REDACTED] based on the salary structure for that year,  
04:24:53 2 the midpoint is [REDACTED], and the maximum in that range for  
04:25:00 3 that year would be [REDACTED].

04:25:08 4 Q. Are these salary figures specific to Lucas or  
04:25:11 5 is this based on market data?

04:25:14 6 A. These are specific to Lucas.

04:25:23 7 Q. How are salary grades and salary ranges  
04:25:27 8 determined?

04:25:28 9 MR. HARRIS: Objection. Compound.

04:25:39 10 You can answer.

04:25:41 11 THE WITNESS: It really is a two-part question.  
04:25:45 12 Salary grades, which is the column on the far left-hand  
04:25:49 13 side of that little excerpt, are -- grades are  
04:25:54 14 determined based on a job analysis that Michelle Maupin  
04:26:01 15 or someone in the compensation area would do that looks  
04:26:05 16 at various questions about level of responsibility and  
04:26:11 17 level of independent action, et cetera, contribution to  
04:26:14 18 the company. And that determines where a particular job  
04:26:20 19 would fall for a salary grade perspective.

04:26:25 20 Structure, which are the dollars associated  
04:26:27 21 with each grade, are determined based on, first of all,  
04:26:33 22 what we are willing to pay for roles in that general  
04:26:40 23 jobs salary range, and also by looking at the survey  
04:26:43 24 data that we've talked about multiple times before.

04:26:49 25 MS. LEEBOVE: Q. Do the salary grades

04:26:56 1 apply across the company?

04:27:02 2 A. Yes.

04:27:04 3 Q. And so just to clarify, there is one set of  
04:27:07 4 salary grades that would apply and every employee of  
04:27:13 5 Lucasfilm with fall into that salary grade?

04:27:17 6 MR. HARRIS: Objection. Mischaracterizes  
04:27:17 7 testimony. Vague.

04:27:21 8 You can answer.

04:27:22 9 THE WITNESS: Within the U.S., this structure  
04:27:23 10 would apply to all jobs except the executive level, and  
04:27:31 11 those jobs aren't graded.

04:27:39 12 MS. LEEBOVE: Q. Is it fair to say, then,  
04:27:40 13 that every job within Lucasfilm, with the exception  
04:27:47 14 of executive level jobs, have a corresponding salary  
04:27:52 15 grade?

04:27:52 16 MR. HARRIS: Objection. Mischaracterizes  
04:27:54 17 testimony.

04:28:01 18 You can answer.

04:28:02 19 THE WITNESS: Yes. With the exception of new  
04:28:03 20 jobs or, you know, jobs that are just being developed.  
04:28:07 21 Every job is assigned a salary grade.

04:28:11 22 MS. LEEBOVE: Q. And by "new jobs" just  
04:28:13 23 now, did you mean newly created jobs that haven't  
04:28:16 24 yet been assigned a salary grade?

04:28:17 25 A. Correct. Or jobs that may have changed

04:28:19 1 significantly in scope either to be greater in scope or  
04:28:22 2 lesser in scope.

04:28:25 3 Q. How many salary grades are there? We see here  
04:28:27 4 14 through 20.

04:28:29 5 A. Well, I just testified that they go 1  
04:28:33 6 through -- not sure whether it's, you know, 25, 26, 27.  
04:28:36 7 Something like that.

04:28:42 8 Q. Do both salaried and hourly employees have a  
04:28:46 9 salary grade?

04:28:48 10 A. Same structure applies to both salaried and  
04:28:51 11 hourly employees.

04:28:57 12 Q. For hourly employees, would the minimum and  
04:29:02 13 maximum figures that appear on the salary structure,  
04:29:07 14 would that appear as an annual figure or would it appear  
04:29:10 15 as an hourly figure? Would the minimum be X dollars per  
04:29:13 16 hour or would it be an annual --

04:29:18 17 A. The same --

04:29:19 18 MR. HARRIS: Objection to the form of the  
04:29:20 19 question. Compound. Vague.

04:29:23 20 You can answer.

04:29:24 21 THE WITNESS: The same structure applies, and  
04:29:27 22 it appears as an annualized salary for hourly employees.

04:29:37 23 MS. LEEBOVE: Q. How frequently are jobs  
04:29:40 24 assessed for grading purposes -- scratch that.

04:29:42 25 How frequently are salary grades evaluated?

04:29:52 1 MR. HARRIS: Objection. Vague.

04:29:59 2 THE WITNESS: We look at survey data,  
04:30:05 3 competitive survey data, each year. And if we find that  
04:30:08 4 there are some jobs that, based on the market data,  
04:30:15 5 don't seem to make sense with our salary structure, we  
04:30:19 6 would look at those.

04:30:23 7 MS. LEEBOVE: Q. Can you give me an  
04:30:24 8 example of a job that wouldn't seem to make sense  
04:30:26 9 with the salary structure that you would evaluate?

04:30:32 10 A. Well, it's interesting. This particular email  
04:30:36 11 talks about a job that we may have misclassified. There  
04:30:42 12 is no market data for a stereoscopic supervisor that we  
04:30:46 13 were aware of. So in a situation like that, we have to  
04:30:50 14 take our best guess at what we think the job might pay.  
04:30:56 15 And that's what we did here. So in this particular  
04:30:59 16 case, the suggestion was perhaps we should think about  
04:31:01 17 changing the grade to a grade 18 from a grade 17.

04:31:25 18 Q. And so it looks like at a certain point here,  
04:31:31 19 initially the emails involve folks -- Kim Diaz, Megan  
04:31:39 20 Mowery, Sarah McArthur, you can read the names here as  
04:31:42 21 well as I can, but then at a certain point the matter  
04:31:45 22 was brought to your attention and to Michelle Maupin's  
04:31:48 23 attention and to Steve Condiotti's attention by Amber  
04:31:52 24 Remaley.

04:32:04 25 Whose job is it to make a final decision on the

04:36:01 1 entire animation group in the U.S. And this would take  
04:36:06 2 [REDACTED].

04:36:13 3 So yeah, you could just sort of say we're going  
04:36:16 4 to pay [REDACTED], you could do something about the grade,  
04:36:22 5 but the third leg of that stool is really what you have  
04:36:25 6 to deal with from a compensation perspective, and that's  
04:36:27 7 something that Lucas is very conservative about. You  
04:36:35 8 get a pot of money, and to the degree you pay a chunk of  
04:36:39 9 that pot to this person or that person, the pot is  
04:36:43 10 reduced and there is less available for other people.

04:36:57 11 Q. I want to ask you more about what you just  
04:36:59 12 said, but backing up a moment you said that one of the  
04:37:02 13 reasons why you wouldn't want to pay a salary [REDACTED]  
04:37:06 14 position a salary [REDACTED] salary is because Lucas  
04:37:13 15 didn't want its salary structure to become inflated; is  
04:37:18 16 that correct? I'm just wondering what that means.

04:37:22 17 MR. HARRIS: I'll object to the extent that  
04:37:24 18 misstates the prior testimony.

04:37:26 19 THE WITNESS: What I said was we don't want to  
04:37:29 20 inflate the salary structure, which means we don't want  
04:37:31 21 to just automatically, with no good reason, inflate  
04:37:34 22 salaries for precisely the reason I just talked about.  
04:37:37 23 We don't have the money to do it.

04:37:39 24 So I think my answer was, from a practical  
04:37:42 25 standpoint, no, there is no reason why you couldn't pay



04:37:45 1 [REDACTED]. From a financial  
04:37:51 2 standpoint, you want to make sure that that's something  
04:37:52 3 you really want to spend your money on. And from a  
04:37:57 4 technical standpoint, [REDACTED] is still within this salary  
04:38:02 5 grade [REDACTED], so it's not -- there is nothing wrong with it.  
04:38:10 6 It's really -- what is the right grade for that job  
04:38:14 7 based on what we know about market data. And as I said,  
04:38:19 8 we weren't able to find much market data on this one  
04:38:22 9 evidently. And then what can you afford.

04:38:28 10 MS. LEEBOVE: Q. Are you familiar at all  
04:38:30 11 with the term "internal equity"?

04:38:32 12 A. Yes.

04:38:33 13 Q. What does that mean to you?

04:38:37 14 A. It means generally that you are aware of where  
04:38:41 15 similarly situated employees are from a compensation  
04:38:45 16 perspective, either within their division or across the  
04:38:48 17 company depending on what you are looking at.

04:38:51 18 Q. Is internal equity a consideration in setting  
04:38:55 19 salary grades?

04:38:57 20 A. It is a consideration, yes.

04:39:00 21 Q. How is it -- how is it a consideration? How do  
04:39:03 22 you use it as a consideration in setting salary grades?

04:39:08 23 A. Well, you would look at, again, similarly  
04:39:15 24 situated people. And to the degree that their skills  
04:39:21 25 and experience and everything else about them are

04:39:24 1 similar, and they're in the same grade, they're going to  
04:39:27 2 be in the same salary range, generally. And when I talk  
04:39:32 3 about salary range, I'm talking about they'll generally  
04:39:36 4 be somewhere between the minimum, the midpoint, and the  
04:39:38 5 maximum.

04:39:40 6 So that's a fairly wide spread. If you look at  
04:39:46 7 grade ■■■, for example, it could go from a minimum of ■■■  
04:39:50 8 ■■■ and change.

04:40:06 9 Q. So you just mentioned the -- we just talked a  
04:40:09 10 little bit about internal equity in the context of one  
04:40:13 11 salary grade. Does internal equity play any role in  
04:40:18 12 terms of differentiating between salary grades?

04:40:28 13 A. I'm really unclear on what you mean by that.

04:40:33 14 Q. So -- and of course I have your testimony right  
04:40:38 15 in front of me, which I wish I didn't, but I believe you  
04:40:40 16 testified, and I'll -- and do correct me if I'm wrong,  
04:40:48 17 that internal equity, that one factor of internal equity  
04:40:51 18 is whether people in a particular salary grade who are  
04:40:55 19 doing similar work are compensated similarly. Does  
04:40:59 20 that -- is that fair?

04:41:01 21 MR. HARRIS: I'll object to the extent that  
04:41:03 22 misstates prior testimony.

04:41:05 23 THE WITNESS: Well, I think I then went on to  
04:41:06 24 say that the -- by similar, I mean somewhere within the  
04:41:12 25 salary structure range that I just talked about. So as

04:41:17 1 I was just quoting, [REDACTED] is the range for grade  
04:41:20 2 [REDACTED], and generally speaking, you would see people in that  
04:41:25 3 range. There may be exceptions to it, but generally  
04:41:27 4 speaking, that's what you would be looking at.

04:41:36 5 MS. LEEBOVE: Q. And so moving away from  
04:41:38 6 this salary structure, does Lucasfilm employ  
04:41:43 7 janitors?

04:41:45 8 A. No.

04:41:46 9 Q. Do they employ any sort of -- is there a  
04:41:51 10 cleaning crew? Is there a kitchen staff? Are there --  
04:41:58 11 are there secretaries?

04:42:00 12 MR. HARRIS: Object to the form of the  
04:42:01 13 question.

04:42:01 14 MS. LEEBOVE: Q. Okay. Does Lucasfilm  
04:42:04 15 employ administrative assistants?

04:42:06 16 A. Yes.

04:42:07 17 Q. What salary grade does an administrative  
04:42:10 18 assistant fall into?

04:42:12 19 MR. HARRIS: Objection. Calls for speculation.  
04:42:17 20 If you know, you can answer.

04:42:19 21 THE WITNESS: There are different levels of  
04:42:22 22 administrative assistants, so they would fall into  
04:42:25 23 different levels. And I can't tell you, as I sit here,  
04:42:27 24 exactly what grades, various levels, administrative  
04:42:30 25 assistants would fall into.

1 I, Gina V. Carbone, Certified Shorthand  
2 Reporter licensed in the State of California, License  
3 No. 8249, hereby certify that the deponent was by me  
4 first duly sworn and the foregoing testimony was  
5 reported by me and was thereafter transcribed with  
6 computer-aided transcription; that the foregoing is a  
7 full, complete, and true record of said proceedings.

8 I further certify that I am not of counsel or  
9 attorney for either of any of the parties in the  
10 foregoing proceeding and caption named or in any way  
11 interested in the outcome of the cause in said caption.

12 The dismantling, unsealing, or unbinding of  
13 the original transcript will render the reporter's  
14 certificates null and void.

15 In witness whereof, I have hereunto set my  
16 hand this day: February 15, 2013.

17 \_\_\_X\_\_\_ Reading and Signing was requested.

18 \_\_\_\_\_ Reading and Signing was waived.

19 \_\_\_\_\_ Reading and signing was not requested.

20

21

22

23

\_\_\_\_\_  
GINA V. CARBONE

24

CSR 8249, RPR, CCRR

25